



**STATE OF NORTH CAROLINA**

**University of North Carolina at Charlotte**

**Request for Proposal #66-210058 JP**

**Consolidated Marketing Services**

**Date of Issue: Tuesday, October 6, 2020**

**Proposal Opening Date: Tuesday, October 27, 2020**

**At 2:00 PM ET**

**Direct all inquiries concerning this RFP to:**

James Parker

Senior Buyer

Email: [jpark132@uncc.edu](mailto:jpark132@uncc.edu)



**UNIVERSITY OF NORTH CAROLINA AT CHARLOTTE**

**Request for Proposal #**

**66-210058 JP**

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For internal State agency processing, including tabulation of proposals in the Interactive Purchasing System (IPS), please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page is to be filled out and returned with your proposal.  
Failure to do so may subject your proposal to rejection.**

**ID Number:**

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Federal ID Number or Social Security Number

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Vendor Name



**STATE OF NORTH CAROLINA**  
**University of North Carolina at Charlotte**

<b>Refer <u>ALL</u> Inquiries regarding this RFP to:</b>  <b>James Parker</b> <b>jpark132@uncc.edu</b>	<b>Request for Proposal #66-210058 JP</b>
	<b>Proposals will be accepted until: Tuesday, October 27, 2020 @ 2:00 PM</b>
	<b>Contract Type: Marketing Services</b>
	<b>Using Department: University Wide</b>

**EXECUTION**

In compliance with this Request for Proposals, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**Failure to execute/sign proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late proposals CANNOT and will NOT be accepted.**

COMPLETE NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE:	COUNTY:	TELEPHONE NUMBER:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

Offer valid for at least 60 days from date of proposal opening, unless otherwise stated here: \_\_\_\_\_ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the University.

**ACCEPTANCE OF PROPOSAL**

If any or all parts of this proposal are accepted by the University, an authorized representative of the UNC Charlotte shall affix his signature hereto and this document and all provisions of this Request For Proposal along with the Vendor proposal response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

<p><b><u>FOR UNIVERSITY USE ONLY:</u></b> Offer accepted this ____ day of _____, 2020, as indicated on the attached certification, by _____</p> <p>(Authorized Representative of UNC Charlotte).</p>
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## 1.0 PURPOSE AND BACKGROUND

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The University of North Carolina at Charlotte was established in 1965 by the North Carolina General Assembly which transformed Charlotte College, with beginnings in 1946, into a campus of The University of North Carolina. It is organized into the following seven colleges: College of Arts & Architecture, College of Liberal Arts & Sciences, College of Business, College of Education, College of Engineering, College of Health and Human Services, and the College of Computing and Informatics. It offers a broad array of degree programs at the undergraduate, graduate, and doctoral levels and also in graduate certificate programs

Enrollment is approximately 29,700 with 19 percent of the students pursuing graduate degrees. The University is expected to reach enrollment of 30,000 students within the next couple of years.

UNC Charlotte has consolidated its partnerships with marketing, design, communications, and production contractors into a more unified, manageable, and centrally directed set of relationships. Combining these activities into a single program allows for the reduction of service costs and improvement of the strategic focus for University communications. UNC Charlotte has organized its communications needs into three basic categories and plans to select a limited number of contractors through this solicitation who will produce the end products for any Colleges, Units, or Groups on campus that require these services.

UNC Charlotte is looking to establish convenience contracts with multiple approved local suppliers to be used campus wide on an as-needed basis for the purchase of consolidated marketing services.

The categories that will be addressed are Public Relations/ Marketing Initiative, Graphic Design, and Web Design. All projects will be coordinated through collaboration among the respective campus client, the contractor and the University Communications department. Face to face interaction on campus between the contractors and the respective project coordinators is an integral part of all work so preference will be given to contractors based in the greater Charlotte, NC area to facilitate ease of scheduling meetings.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

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### 2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

### 2.2 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the State's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with in the instructions in the PROPOSAL QUESTIONS section. If the University determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The University may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the University rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.**

By executing and submitting its proposal in response to this RFP, Vendor understands and agrees that the University may exercise its discretion not to consider any and all proposed modifications Vendor may request and may accept

Vendor’s proposal under the terms and conditions of this RFP.

Contact with anyone working for or with the University regarding this RFP other than the University Contract Specialist named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor’s offer, at the University’s election.

**2.3 RFP SCHEDULE**

The table below shows the schedule for this RFP. The University will make every effort to adhere to the intended contract award schedule.

Event	Responsibility	Date and Time
Issue RFP	University	Tuesday, October 6, 2020
Submit Written Questions	Vendor	Monday, October 19, 2020
Provide Response to Questions	University	Wednesday, October 21, 2020
Submit Proposals	Vendor	Tuesday, October 27, 2020 @ 2:00 PM
Contract Award	University	TBD
Contract Effective Date	University	TBD

**2.4 PROPOSAL QUESTIONS**

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to [jpark132@uncc.edu](mailto:jpark132@uncc.edu) by the date and time specified above. Vendors should enter “RFP #66-210058 JP: Questions” as the subject for the email and should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the University’s response, and any additional terms deemed necessary by the University will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any University personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely only on written material contained in an Addendum to this RFP.

**IT IS THE VENDOR’S RESPONSIBILITY TO CHECK THE IPS WEBSITE FOR ADDENDA AND UPDATES.**

**2.5 PROPOSAL SUBMITTAL**

All proposal responses shall be submitted electronically via the North Carolina Business Invitation Delivery System (NC BIDS). For additional information, the [NC BIDS for Vendors](#) page includes online training videos and a link to [NC BIDS FAQs for Vendors](#).

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a vendor’s proposal(s).

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors proposing on this RFP periodically check the State’s IPS website for any Addenda that may be issued prior to the proposal opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

Contact with anyone working for or with the University regarding this RFP other than the University contact named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor’s offer, at the University’s election.

## 2.6 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items:

- a) Title Page: Include the company name, address, phone number, authorized representative name with email address, and the Proposal Number.
- b) Completed and signed version of EXECUTION PAGE, any RFP document pages requiring Vendor input, and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
- c) Completed version of ATTACHMENT C: COST PROPOSAL
- d) Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
- e) Completed and signed version of ATTACHMENT E: VENDOR INFORMATION FORM

## 2.7 ALTERNATE PROPOSALS

Vendor may submit alternate proposals for various methods or levels of service(s) or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #\_\_\_ [for 'name of Vendor']". Each proposal must be for a specific set of services and must include specific pricing. If a Vendor chooses to respond with various service offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

## 2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the University.
- b) **BUYER:** The employee of the University that places an order with the Vendor.
- c) **COMMUNITY COLLEGE:** Any of the fifty-eight (58) public North Carolina Community Colleges.
- d) **CONTRACT LEAD:** Representative of the University who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the University and who will administer this contract for the University.
- e) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request Vendors to separately identify freight charges in their proposal, but no amount or charge not included as part of the total proposal price will be paid.
- f) **LOT:** A grouping of similar products within this RFP.
- g) **NC BIDS:** The North Carolina Business Invitation Delivery System provides vendors the opportunity to submit bid responses electronically.
- h) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- i) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- j) **RFP:** Request for Proposal
- k) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- l) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- m) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.



## **3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS**

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### **3.1 METHOD OF AWARD**

All qualified proposals will be evaluated and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation, based on the criteria described below.

Contract(s) will be awarded in accordance with G.S. 143-52 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law.

While the intent of this RFP is to award Contracts multiple Vendors, the University reserves the right to make separate awards to different Vendors for one or more portions, to not award one or more portions or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the University to do so.

The University reserves the right to waive any minor informality or technicality in proposals received.

### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the University, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the University's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the University would not be served by the disqualification. A Vendor's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the University for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

### **3.3 PROPOSAL EVALUATION PROCESS**

The University shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP. The University reserves the right to waive any minor informality or technicality in proposals received.

#### **The University will conduct a One-Step evaluation of Proposals:**

Proposals will be received from each responsive Vendor in a sealed envelope or package.

All proposals must be received by the University not later than the date and time specified on the cover sheet of this RFP.

At that date and time, the package containing the proposals from each responding firm will be opened publicly and the name of the Vendor will be announced. Interested parties are cautioned that these proposals and their components are subject to further evaluation for completeness, correctness, and negotiation. Therefore, they may not be an exact indicator of a Vendor's final position.

At their option, the evaluators may request oral presentations or discussion with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however,

that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost. Specific evaluation criteria are listed in 3.4 EVALUATION CRITERIA, below.

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the University reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the University.

The University reserves the right to reject all original offers and request one or more of the Vendors submitting proposals within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the University, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

Upon completion of the evaluation process, the University will make Award(s) based on the evaluation and post the award(s) to IPS under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the University.

**3.4 EVALUATION CRITERIA**

All qualified proposals will be evaluated and award made based on considering the following criteria, to result in an award most advantageous to the University:

- 1. Background, Experience, & References 35%**
  - Introduction to the company and explanation of both history and qualifications
  - Financial foundation of the company
  - Depth of experience with similar projects in higher education
  - Three (3) references that demonstrate knowledge and experience with providing similar solutions to institutions similar in size and scope (higher education references preferred)
  
- 2. Samples 15%**
  - Samples/examples of prior completed projects as explained in section 4.3
  
- 3. Functional Requirements 30%**
  - Public Relations/ Marketing Initiative
  - Graphic Design as detailed in section 5.
  - Web Design as detailed in section 5.
  
- 4. Pricing 20%**
  - Breakdown of overall cost of individual items listed in ATTACHMENT C
  - Comparison price for project scenarios listed in ATTACHMENT C

The State will determine low cost in the Pricing evaluation by normalizing the scores as follows:

The proposal with the lowest cost will receive a score of XX. All other competing proposals will be assigned a portion of the maximum score using the formula:

$$\frac{\text{\# of points available} \times \text{the cost of the lowest financial proposal}}{\text{the cost of the financial proposal being evaluated}}$$

### 3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the University may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the University:

- Total cost to the University
- Level of quality provided by the Vendor
- Process and performance capability across multiple jurisdictions
- Protection of the University’s information and intellectual property
- Availability of pertinent skills
- Ability to understand the University’s business requirements and internal operational culture
- Particular risk factors such as the security of the University’s information technology
- Relations with citizens and employees
- Contract enforcement jurisdictional issues

### 3.6 INTERPRETATION OF TERMS AND PHRASES

This Request for Proposal serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the University; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Request for Proposal shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the University will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the University’s needs as described in the Request for Proposal. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the University exercising its discretion to reject a proposal in its entirety.

## 4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the University to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with the Proposal Questions Section.

### 4.1 CONTRACT TERM

The Contract shall have an initial term of One (1) year, beginning on the date of contract award (the “Effective Date”). Vendors will be contacted directly by campus departments as project needs arise, and only if needs arise; vendors who receive contract awards are not guaranteed any minimum number of projects or minimum level of spend under the contract.

At the end of the Contract’s initial term, the University shall have the option, in its sole discretion, to extend the Contract on the same terms and conditions for up to a total of Four (4) additional one-year terms. The University will give the Vendor written notice of its intent to exercise each option before the end of the Contract’s then-current term.

In addition, the University reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

## 4.2 COMPANY INFORMATION AND CUSTOMER SERVICE

Contractor shall provide a brief history and overview of Contractor's company. An organizational chart shall be provided showing key employees that will be assigned to handle the University's account and a listing of the qualifications of those that will have direct contact and be instrumental in the success of the program.

## 4.3 SAMPLING OF CONTRACTOR'S WORK

The contractor shall submit a representative sampling of their work pertaining to the items outlined in the cost proposal. The sampling should be as diverse as possible and include examples of the type of work to be expected by the Contractor. Three (3) work samples for each of the categories being sought for contract award shall be submitted. The same sample may be used for multiple categories, if applicable.

## 4.4 INVOICES

The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the University with an invoice for each scheduled project. **Invoices must include detailed line item information, which includes separate line items for parts, labor, and number of hours worked**, to allow Buyer to verify pricing at point of receipt matches the correct price from those established through this RFP. A sample invoice **MUST** be included with the proposal.

## 4.5 FINANCIAL STABILITY

Each Vendor shall submit documentation with its Proposal to demonstrate the company is financially stable and able to provide the requested services to the University. Financial information, statements and/or documents submitted with a proposal shall be evaluated to determine: whether the Vendor has sufficient ability to perform the contract; whether the Vendor is able to meet its short term obligations, debts, liabilities, payroll, and expenses; whether Vendor has provided complete, reliable and accurate financial information regarding its business operation; whether the Vendor is financially solvent; and whether Vendor has sufficient cash flow and/or available financing from a financial institution to perform the proposed contract. Financial information of non-public entities may be marked as confidential in accordance with paragraph 13 of ATTACHMENT A: INSTRUCTIONS TO VENDORS.

## 4.6 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the University. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

## 4.7 REFERENCES

Vendors shall provide three (3) references for which your company has provided services of similar size and scope to that proposed herein. The University may contact these users to determine the services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. Such information may be considered in the evaluation of the proposal.

## 4.8 VENDOR'S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the University under this Contract. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the University. Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

- b) If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

## 5.0 SCOPE OF WORK

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### 5.1 GENERAL

UNC Charlotte has consolidated its partnerships with marketing, design, communications, and production contractors into a more unified, manageable, and centrally directed set of relationships. Combining these activities into a single program allows for the reduction of service costs and improvement of the strategic focus for University communications. UNC Charlotte has organized its communications needs into four basic categories and plans to select a limited number of contractors through this solicitation who will produce the end products for any Colleges, Units, or Groups on campus that require these services.

The categories that will be addressed are Public Relations/ Marketing Initiative, Graphic Design and Web Design. All projects will be coordinated through collaboration among the respective campus client, the contractor and the University Communications department.

### 5.2 FUNCTIONAL REQUIREMENTS

The Contractor must be capable of providing the following services under this contract for each of the functional areas; contractors may submit a proposal that addresses one, two, or all three areas.

**Public Relations/ Marketing Initiative:** It is important that we successfully develop communication strategies that positively position the UNC Charlotte brand. Contractors will be expected to work with the Media Relations team in University Communications to enhance the University's public image or protect its reputation

Contractors would be expected to:

- Develop a strategic, integrated communications plan that reaches the University's target audiences.
- Create public relations strategies that elevates the brand reputation of the University locally, statewide and nationally with key audiences. This includes but is not limited to strategies and content development for: earned media, multimedia message and story development, social media, strategic partnerships, identifying and supporting top-tier speaking events, sponsored content and PR/marketing activations.
- Develop media briefings, pitch materials and assist in actively pitching media including staffing media events as needed.
- Assist with media training and preparation of messages for UNC Charlotte leaders (faculty/staff) who will be featured in media.
- Create a media relations strategy, also to include content development, PR activation ideas, pitching to reporters and identifying opportunistic media angles.
- Help execute media relations staffing on site in Charlotte, as needed (i.e. broadcast interviews, PR activation etc.).
- Develop proactive and reactive social media strategy, guidance, execution and counsel, as needed.
- Provide counsel and messaging support on any media/social media issues that arise.

- Provide additional support for monitoring and reporting on PR efforts for initiatives, campaigns and crises, as needed.
- Additional support needs may include but not limited to: Strategies and content development for: earned media, multimedia message and story development, social media, strategic partnerships, identifying and supporting top-tier speaking events, sponsored content and PR/marketing activations.

**Graphic Design:** Contractors will be expected to have particular strength in brand integration and extension for the University. Designs will be expected to be platform neutral, meaning applicable to a variety of environments including print, interactive media, online or web environments.

Tasks in this category may include, but not be limited to the following:

- Conceptual development, design and copy integration to include skill in overall marketing strategy development and the development of creative strategies in support thereof
- Print advertisement design
- Online advertisement design
- Collateral design to include brochure, file, poster, or other materials for direct distribution to an audience
- Direct mail campaign design
- Editorial (magazine or longer format) design
- Text editing of existing materials

**Web Design and Interactive Media:** Contractors will be expected to have the ability to integrate brand design and other brand attributes into centrally supported Content Management System (CMS) environments. As necessary, Contractors will work with the University's ITS staff on the development side of web communications; prior experience working with Drupal, the current University CMS, is essential for these tasks. Contractors will also be expected to have the capacity to assist the University with centrally supported Social Media efforts.

Tasks in this category may include, but not be limited to the following:

- Drupal design integration using UNC Charlotte web guidelines
- New web page development
- Re-architecture of existing Drupal sites
- Assessment of available Drupal Modules with ITS
- Familiarity with mobile web development in Drupal
- Familiarity with Social Media platforms and practice including: Facebook, Twitter, Instagram, LinkedIn, and Blogger.
- Search Engine Optimization (SEO)
  - This will include working with individual Colleges across campus to optimize their respective websites through both organic and paid optimization strategies. The ultimate aim is to improve online search engine result rankings with respect to the particular College's goals and priorities.
  - SEO and paid search campaign management tactics may include, but are not limited to the following:
    - Website optimization (organic and paid)
    - Google Adwords campaign set-up and management
    - Site optimization of keyword research, discovery and implementation
    - Initial keyword research and competitive analysis
    - Campaign and ad group setup
    - Create online ad copy
    - Ongoing SEO campaign management (Provide monthly reporting, analysis, recommendations and suggestions with a focus on the College's website conversion goals and ROI)

### **5.3 TURNAROUND TIME**

The Contractor will make every effort to accommodate the deadline requests of campus customers when project work is requested. Turnaround times on each order depend upon the size and complexity of the request, and should be considered when proposing deadlines.

### **5.4 ACCEPTANCE OF WORK**

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, the University shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the University shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation or testing, as applicable of the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, the University may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

## **6.0 CONTRACT ADMINISTRATION**

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### **6.1 PROJECT MANAGER AND CUSTOMER SERVICE**

The Vendor shall designate and make available to the University a project manager. The project manager shall be the University's point of contact for contract related issues and issues concerning performance, progress review, scheduling and service.

### **6.2 CONTINUOUS IMPROVEMENT**

The University encourages the Vendor to identify opportunities to reduce the total cost the University. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the periodic Business Review Meetings.

### **6.3 DISPUTE RESOLUTION**

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the University's Contract Lead for resolution. A claim by the University shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

### **6.4 CONTRACT CHANGES**

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the University and Vendor.

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**Attachments to this RFP begin on the next page.**



**ATTACHMENT A: INSTRUCTIONS TO VENDORS**

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1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The University reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the University reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the University, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the University.
5. **EXECUTION:** Failure to sign EXECUTION PAGE in the designated space will render proposal non-responsive, and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or those in any resulting contract, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this RFP, including any negotiated terms; (2) requirements and specifications in Sections 4, 5 and 6 of this RFP; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT A: INSTRUCTIONS TO VENDORS; and (5) Vendor's Proposal.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor must submit with their proposal sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Proposals that do not comply with these requirements shall be subject to rejection without further consideration.
8. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
  - All copies of the proposal are printed double sided.
  - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
  - Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
  - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
9. **HISTORICALLY UNDERUTILIZED BUSINESSES:** The University is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.



- 10. CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of contract award, each out-of-State Vendor that is a corporation, limited-liability company or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A University contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered as transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.
- 11. RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by having an option of applying a percentage increase to the price of any proposal from a North Carolina resident Vendor. The "Principal Place of Business" is defined as that principal place from which the trade or business of the Vendor is headquartered, directed or managed.
- 12. INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.
- 13. CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the University will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the University will notify Vendor of such action and allow Vendor to defend the confidential status of its information
- 14. PROTEST PROCEDURES:** When a Vendor wishes to protest a Contract resulting from this solicitation that is awarded by the University, a Vendor shall submit a written request addressed to the University Purchasing Officer at 9201 University City Blvd, Charlotte, NC, 28223. The protest request must be received in the Purchasing Office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Proposal status and Award notices are posted on the Internet at <https://www.ips.state.nc.us/ips/>. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.
- 15. MISCELLANEOUS:** Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.
- 16. COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the University until after the award of the Contract or cancellation of this RFP. All Vendors are forbidden from having any communications with the University, or any other representative of the University concerning the solicitation, during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the Contract), unless the University directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the University any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this RFP. Vendors not in compliance with this provision may be disqualified, at the option of the University, from the Contract award. Only those communications with the University authorized by this RFP are

permitted.

- 17. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website <https://www.ips.state.nc.us/>.
- 18. **WITHDRAWAL OF PROPOSAL:** A Proposal may be withdrawn only in writing and actually received by the University Purchasing Office prior to the time for the opening of Proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). A withdrawal request must be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of Proposals shall be allowed only for good cause shown and in the sole discretion of the University.
- 19. **INFORMAL COMMENTS:** The University shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the University during the competitive process or after award. The University is bound only by information provided in this RFP and in formal Addenda issued through IPS.
- 20. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the University will not reimburse any Vendor for any costs incurred prior to award.
- 21. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its proposal the name, address, telephone number, and email address of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
- 22. **SUBCONTRACTING:** Unless expressly prohibited, a Vendor may propose to subcontract portions of the work to identified subcontractor(s), provided that its proposal clearly describe what work it plans to subcontract and that Vendor includes in its proposal all information regarding employees, business experience, and other information for each proposed subcontractor that is required to be provided for Vendor itself.
- 23. **INSPECTION AT VENDOR'S SITE:** The University reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the University determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

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**ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS**

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**1. PERFORMANCE AND DEFAULT:**

- a) It is anticipated that the tasks and duties undertaken by the Vendor shall include services or the manufacturing, furnishing, or development of goods and other tangible features or components as deliverables that are directly correlated and/or ancillary to the services performed. Except as provided immediately below, and unless otherwise mutually agreed in writing prior to award, any service deliverables or ancillary services provided by Vendor in performance of the contract shall remain property of the State. During performance, Vendor may provide proprietary components as part of the service deliverables that are identified in the solicitation response. Vendor grants the State a personal, permanent, non-transferable license to use such proprietary components of the service deliverables and other functionalities, as provided under this Agreement. Any technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor agrees to perform its services under the contract in the same or similar manner provided to comparable users. The State shall notify the Vendor of any defects or deficiencies in performance of its services or failure of service deliverables to conform to the standards and specifications provided in this solicitation. Vendor agrees to remedy defective performance or any nonconforming deliverables upon timely notice provided by the State.
- b) Vendor has a limited, non-exclusive license to access and use State Data provided to Vendor, but solely for performing its obligations under this Agreement and in confidence as may be further provided herein. Vendor or its suppliers shall at a minimum, and except as otherwise specified and agreed herein, provide assistance to the State related to all services performed or deliverables procured hereunder during the State’s normal business hours. Vendor warrants that its support, customer service, and assistance will be performed in accordance with generally accepted and applicable industry standards.
- c) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under The Contract, the State shall have the right to terminate The Contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables under The Contract prepared by the Vendor shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of The Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State may require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the State.
- d) In the event of default by the Vendor, the State may procure the goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor under The Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, immediately terminate The Contract for cause, and may take action to debar the Vendor from doing future business with the State.

**2. GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the goods or services offered prior to their delivery, it shall be the responsibility of the Vendor to notify, in writing, the Contract Lead at once, indicating the specific regulation which required such alterations. The University reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

**3. AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the University for the purpose set forth in this contract.

**4. TAXES:** Any applicable taxes shall be invoiced as a separate item.

- a. G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor

or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

- b. All University departments participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the University.
- c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

5. **SITUS:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

6. **GOVERNING LAWS:** This Contract is made under and shall be governed, construed and enforced in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.

7. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The University is responsible for all payments to the Vendor under the Contract. Payment may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.

8. **AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

If this contract involves software or electronic media, Contractor warrants that its product or service complies with Section 508 of the Rehabilitation Act of 1973, as amended, or WCAG 2.0 AA with respect to accessibility for individuals with disabilities. In the event that the University receives any complaints or concerns regarding the accessibility of the product or service, Contractor agrees promptly to respond to and resolve those concerns. Further, Contractor agrees to indemnify and hold University harmless for any claims arising from the inaccessibility of its product or service.

9. **INTELLECTUAL PROPERTY INDEMNITY:** Vendor shall hold and save the University, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.

- a. Vendor warrants to the best of its knowledge that:
  - i. The Services do not infringe any intellectual property rights of any third party; and
  - ii. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
- b. Should any Services supplied by Vendor become the subject of a claim of infringement of a patent, copyright, Trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the University the right to continue using the Services, or replace or modify the same to become non-infringing.

If neither of these options can reasonably be taken in Vendor’s judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected Services, and refund any sums the University has paid Vendor and make every reasonable effort to assist the University in procuring substitute Services. If, in the sole opinion of the University, the cessation of use by the University of any such Services due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the University shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the University paid for unused Services.

- c. The Vendor, at its own expense, shall defend any action brought against the University to the extent that such action is based upon a claim that the Services supplied by the Vendor, their use or operation, infringes on a patent, copyright, trademark or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the University in any such action. Such defense and payment shall be conditioned on the following:
  - i. That the Vendor shall be notified within a reasonable time in writing by the University of any such claim; and,
  - ii. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the University shall have the option to participate in such action at its own expense.
- d. Vendor will not be required to defend or indemnify the University if any claim by a third party against the University for infringement or misappropriation results from the University’s material alteration of any Vendor-branded Services, or from the continued use of the good(s) or Services after receiving notice they infringe on a trade secret of a third party.
- e. Vendor shall hold and save the University, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with The Contract.

**10. TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the University may terminate this contract at any time by providing 60 days’ notice in writing from the University to the Vendor. In that event, any or all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for those items for which such option is exercised, less any payment or compensation previously made.

**11. ADVERTISING:** Vendor agrees not to use the existence of this Contract or the name of the University as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether the University is willing to act as a reference by providing factual information directly to other prospective customers.

**12. ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any University internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).

**13. ASSIGNMENT:** No assignment of the Vendor’s obligations nor the Vendor’s right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the University may:

- a. Forward the Vendor’s payment check directly to any person or entity designated by the Vendor, and
- b. Include any person or entity designated by Vendor as a joint payee on the Vendor’s payment check.

In no event shall such approval and action obligate the University to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the University may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor’s assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

**14. INSURANCE:**

**COVERAGE** - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

a. **Worker’s Compensation** - The Vendor shall provide and maintain Worker’s Compensation Insurance, as required by the laws of North Carolina, as well as employer’s liability coverage with minimum limits of \$500,000.00, covering all of Vendor’s employees who are engaged in any work under the Contract. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.

b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist.

**REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor’s liability and obligations under the Contract.

**15. GENERAL INDEMNITY:** The Vendor shall hold and save the University, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that the University has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the University’s agents who are involved in the delivery or processing of Vendor goods or services to the University. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

**16. INDEPENDENT CONTRACTOR:** Vendor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Vendor represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such employees shall not be employees of, or have any individual contractual relationship with the University.

**17. KEY PERSONNEL:** Vendor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the University’s assigned Contract Lead. The individuals designated as key personnel for purposes of this contract are those specified in the RFP and persons identified in Vendor’s proposal.

**18. SUBCONTRACTING:** Work proposed to be performed under this contract by the Vendor or its employees shall not be subcontracted without prior written approval of the University’s assigned Contract Administrator. Unless otherwise indicated, acceptance of a Vendor’s proposal shall include approval to use the subcontractor(s) that have been specified therein in accordance with paragraph 20 of Attachment A: Instructions to Vendor.

**19. CONFIDENTIALITY:** Any University information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under this contract shall be kept as confidential, used only for

the purpose(s) required to perform this contract and not divulged or made available to any individual or organization without the prior written approval of the University.

- 20. CARE OF UNIVERSITY DATA AND PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any data owned and furnished to the Vendor by the University (University Data), or other University property in the hands of the Vendor, for use in connection with the performance of The Contract or purchased by or for the University for The Contract. Vendor will reimburse the University for loss or damage of such property while in Vendor’s custody.

The University’s Data in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or other eventuality. Such University Data shall be returned to the University in a form acceptable to the University upon the termination or expiration of this Agreement. The Vendor shall notify the University of any security breaches within 24 hours as required by G.S. 143B-1379. See G.S. 75-60 *et seq.*

- 21. PROPERTY RIGHTS:** All deliverable items and materials produced for or as a result of this contract shall become the property of the University, and Vendor hereby assigns all ownership rights in such deliverables, including all intellectual property rights, to the University; provided, however, that as to any preexisting works imbedded in such deliverables, Vendor hereby grants the University a fully-paid, perpetual license to copy, distribute and adapt the preexisting works.

- 22. OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the University shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to relocate or outsource any portion of the work to a location outside the United States, or to contract with a subcontractor for the performance of any work, which subcontractor and nature of the work has not previously been disclosed to the University in writing, prior written approval must be obtained from the University.

Vendor shall give notice to the University of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under a University contract to a location outside of the United States.

- 24. COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

- 25. ENTIRE AGREEMENT:** This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda thereto, and the Vendor’s proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

- 26. ELECTRONIC RECORDS:** The University will digitize all Vendor responses to this solicitation, if not received electronically, as well as any awarded contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record, and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

- 27. AMENDMENTS:** This contract may be amended only by a written amendment duly executed by the University and the Vendor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.

- 28. NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the University under applicable law. The

waiver by the University of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

- 29. **FORCE MAJEURE:** Notwithstanding any other term of this Agreement, if either party's performance of obligations under this Agreement is materially hampered, interrupted, or interfered with; or illegal, impossible, or so difficult or expensive as to be commercially impracticable; or by reason of any fire, casualty, lockout, strike, labor conditions, unavoidable accident, riot, war, act of terrorism, epidemic, pandemic, public health emergency, or act of God, including inclement weather that requires the closure of or limitation of services on the University campus; or by any other unforeseeable event beyond the parties' control; or by the enactment, issuance, or operation of any municipal, county, State, or federal law, ordinance or executive, administrative, governmental, or judicial regulation, order or decree; or by any local or national emergency, the affected party shall be excused from performance or underperformance of this Agreement
  
- 30. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in this contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to the University under applicable law.
  
- 31. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price increases which might be permitted during the contract period must be substantiated either through a change in the Consumer Price Index (CPI), or written notification of a pending price increase from a manufacturer or distributor. All contract prices shall be held firm against any price increase for one (1) year from the effective date of the contract. After this period, a request for increase may be submitted and UNC Charlotte reserves the right to accept or reject the increase, or cancel the contract without penalty. It is understood and agreed that orders will be shipped and invoiced at the established contract prices in effect on dates orders are placed; any variance with this provision may subject the contract to cancellation. UNC Charlotte is also entitled to any downward price adjustments and shall immediately receive full proportionate benefit at any time during the contract period if there is a price decrease in the market.

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**ATTACHMENT C: COST PROPOSAL**

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Proposal price shall constitute the total cost to the University for complete performance of a project in accordance with the requirements and specifications herein, including all applicable charges for handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP.

To accurately compare pricing, the below pricing sheet shall be provided for the listed categories that you are proposing. Each category also gives a typical project scenario. Please provide a quote and expected turnaround time for each project listed, for which you are submitting a proposal.

**Public Relations/ Marketing Initiative:** Contractor should send pricing based on a length of a possible contract:

- 1 month \$\_\_\_\_\_
- 3 months\$\_\_\_\_\_
- 6 months\$\_\_\_\_\_
- 12 months \$\_\_\_\_\_

**Graphic Design:**

- *Per hour cost* \$\_\_\_\_\_
- *Any Additional costs* \$\_\_\_\_\_

**Graphic Design Project Example:**

A department on campus needs a brochure designed. This is a tri-fold brochure in full color and it will use already existing University photography. This project is for design only and does not include printing of the materials. Including meetings with campus clients, please detail the anticipated charges for concept, copy development, design, review and approval.

**Total Amount for Graphic Design Project \$\_\_\_\_\_**

**Web Design and Interactive Media:**

- *Per hour cost* \$\_\_\_\_\_
- *Additional costs* \$\_\_\_\_\_

**Web Design and Interactive Media Project Example:**

A campus department needs a new function added to their website because their functionality request is not included in the currently available offering. Given that the University uses Drupal as the campus Content Management System, detail how you would propose to provide this new function and also provide the estimated cost including client meetings, determining functional requirements, and developing a solution.

**Total Amount for Web Design and Interactive Media Project \$\_\_\_\_\_**

**ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR**

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In accordance with NC General Statute 143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The University will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

**a) Will any work under this Contract be performed outside the United States?**  YES  NO

If the Vendor answered "YES" above, Vendor must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:
  
  
  
  
  
  
  
  
  
  
2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

**b) The Vendor agrees to provide notice, in writing to the University, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract outside of the United States**  YES  NO

NOTE: All Vendor or sub-Contractor personnel providing call or contact center services to the University under the Contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

**c) Identify all U.S. locations at which performance will occur:**



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**ATTACHMENT E: VENDOR INFORMATION FORM**

<b>UNC Charlotte</b> <b>Vendor Information Form (aka Taxpayer Information Form)</b>	
<b>PAYMENTS WILL NOT BE RELEASED UNTIL THIS FORM IS COMPLETED AND RETURNED.</b>	
<p>We are required by federal law to obtain this information for each person to whom the University makes a payment. Failure to provide this information may result in payments being subject to 28% backup withholding and penalties imposed by the IRS. Once the form is completed, fax to 704-687-1450, or mail to UNC Charlotte, Travel &amp; Complex Payments, 9201 University City Blvd, Reese Building, 3rd Floor, Charlotte, NC 28223. Completed forms containing an Employer Identification Number (EIN) may be emailed to <a href="mailto:ImageNowVend@uncc.edu">ImageNowVend@uncc.edu</a>. <b>This form is for U.S. persons only.</b> A resident alien is considered a U.S. person for tax purposes. If you are a foreign person, complete <a href="#">Vendor Information Form-Foreign Persons</a> (Form W-8BEN) and the <a href="#">Foreign National Information Form-Visitor V</a> version. For questions regarding any of these forms, please contact <a href="mailto:vendor-setup@uncc.edu">vendor-setup@uncc.edu</a> or 704-687-8825.</p>	
Requesting Department: _____	Contact name: _____
Contact Phone: _____	
Purpose of Payment (select all that apply): <input type="checkbox"/> Services <input type="checkbox"/> Goods/Materials <input type="checkbox"/> Travel Reimbursement <input type="checkbox"/> Guest Speaker	
<b>Part 1: TAX STATUS (complete the section that applies)</b>	
<p><b>US Individuals:</b> (Form 1099 reportable) (Individuals are <i>not</i> a "doing business as", a company name, or alternative)            Individual Name (as shown on your tax return): _____            Individual Social Security Number: (If providing SSN, DO NOT EMAIL FORM) _____</p>	
<p><b>US Sole Proprietor:</b> (Form 1099 reportable) (A sole proprietorship may have a "doing business as" trade name, but the legal name is the business owner). If you supplied your personal SSN as the Tax ID, you must provide your name as it is issued with your SSN. If you provided an EIN provided to you by the IRS for your business, you must provide the legal business name registered for EIN.            Business Owner's Name (as shown on your tax return): _____            Business Owner's Social Security Number: (PLEASE DO NOT EMAIL FORM) _____            Business or Trade Name: _____            Business EIN: _____</p>	
<p><b>US Partnership, Limited Liability Partnership, Limited Liability Company or Trust, etc.:</b> (Form 1099 reportable) (Non-corporations)            Name of Partnership/Company Name (as shown on your tax return): _____            Partnership's/Company's EIN: _____</p>	
<p><b>US Corporation (must be a "C" or "S" corporation only), Exempt organization, or Federal, State or Local Government Agency:</b>            Name of Corporation or Entity (as shown on your tax return): _____            Corporation's EIN: _____</p>	
<p><b>Required:</b> Check the correct status below. <b>If a status is not selected, a 1099 will be issued regardless of status.</b></p> <p>_____ Corporation: Not medical, healthcare or legal service provider            _____ Corporation: Medical, healthcare or legal services (all 1099 reportable)            _____ Tax exempt organization under 501 or IRA            _____ The United States or any of its agencies or instrumentalities (federal government)            _____ A state, the District of Columbia, a possession of the United States, or any of their political subdivisions            _____ A foreign government or any of its political subdivisions located in the U.S. or U.S. Territories</p>	
<b>Part 2: OTHER INFORMATION</b>	
<p>Business Classification (Check all that apply)</p> <p>_____ Asian American                      _____ African American                      _____ Hispanic American            _____ Disabled Owned                      _____ American Indian                      _____ Women Owned</p> <p>Does your company accept Purchase Orders? <input type="checkbox"/> Yes <input type="checkbox"/> No            If so, please provide your preferred method. <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> CXML</p> <p>UNC Charlotte Payment Terms are Net 30.            If alternate terms have been approved through contract with the University, indicate those terms here _____ (Purchasing Approval required)            Contact Person's Name: _____</p>	
<b>Part 3: ADDRESS</b>	
Order/Physical Address	Payment Remittance (Remit to) Address
Address Line 1: _____	_____
Address Line 2: _____	_____
City, State, Zip Code: _____	_____
Country: _____	_____
Phone Number: _____	_____
Fax Number: _____	_____
Email Address: _____	_____
Contact Person's Name: _____	_____
NOTE: If providing a P.O. Box remit address, you must also provide a Physical Address.	
<b>Part 4: CERTIFICATION <span style="color: red;">Signature (NOT a typed name) is required.</span></b>	
<p>Under penalties of perjury, I certify that (1) the number shown above is my correct taxpayer identification number; (2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding; (3) I am a U.S. person (including a U.S. Resident Alien); and (4) the information provided is complete and accurate as of this date.</p>	
Signature: _____	Date: _____
Printed Name: _____	
AP010 - Vendor Information Form <span style="float: right;">Last Revised: 6/22/2018</span>	